

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 2037 of 1987

with

SPECIAL CIVIL APPLICATION No 7645 of 1989

with

MISC. CIVIL APPLICATION No.1108 of 1989

and

CIVIL APPLICATION NO.1966 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE S.K.KESHOTE

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO
2. To be referred to the Reporter or not? : NO
3. Whether Their Lordships wish to see the fair copy of the judgement? : NO
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO
5. Whether it is to be circulated to the Civil Judge? : NO

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RAJKOT DIST CO OP BANK LTD

Versus

B V WAGHANI, SAHAYOG

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Appearance:

1. Special Civil Application No. 2037 of 1987  
MR NANDISH CHUDGAR for MR KS NANAVATI for Petitioner  
MR AK CLERK for Respondent
2. Special Civil Application No 7645 of 1989  
MR AK CLERK for Petitioner

CORAM : MR.JUSTICE S.K.KESHOTE

Date of decision: 04/11/1999

ORAL JUDGEMENT

#. These are the four matters which are there between the parties. All these found matters relate to and arise from one and the same judgment of the Industrial Court at Rajkot. Against this judgment, under which the workman was ordered to be reinstated back in service with 25% backwages, first petition has been filed by management, Rajkot District Cooperative Bank Ltd. and second petition has been filed by the workman. Out of these the Misc. Civil Application and Civil Application arise.

#. The parties have arrived at a settlement and decided amongst themselves the matter fully and finally and in the terms of settlement it is stated, "In light of the above consent terms, special civil application No.2037 of 1987, Misc. Civil Application No.1108 of 1989 and Civil Application No.1966 of 1996 and Special Civil Application No.7645 of 1989 may pleased be disposed of". The terms of settlement is duly signed by the General Manager of Rajkot District Cooperative Bank Ltd. and the workman and their advocates and an undertaking on affidavit of the workman is filed on the record of this special civil application, and the same are taken on record.

#. The papers of Special Civil Application No.7645 of 1989, Misc. Civil Application No.1108 of 1989 and Civil Application No.1966 of 1996 are not placed along with the Special Civil Application No.2037 of 1987. However, the learned counsel for the parties are in agreement that these all three matters are pending and the parties have also arrived at a settlement in these matters. In fact, what the learned counsel for the parties contended that the parties have settled all their disputed under these consent terms and as a result thereof, now nothing remains to be decided or in fact, none of the matters now in fact survive.

#. I have gone through the consent terms submitted by the learned counsel for the parties and I am satisfied that it is not as a result of some undue influence or under some coercion. The settlement, after going through the terms of the same, arrived on consensus of the parties to fully and finally decide their disputes amicably.

#. It is unfortunate that the registry is not working to the expectation of the court. It is not the first case where I am noticing that all three other related matters to the first petition have not been placed on the Board along with the main matter, but it is reflected in hundreds of cases. The court employees, I am constrained to state, should not believe, act and follow the way and the manner in which the Government employees, i.e. the employees of the departments other than judicial departments and the courts, are working. There, their non working, carelessness or negligence may be tolerated but not in the courts. Courts owe duty to the litigants to see that speedy disposal of matters is being made by it. At no point of time and at no place in the court procedure, delay should occur in disposal of the matters. Litigants approach this court with hope and belief and utmost confidence that it is the institution where they will get not only impartial, but speedy justice. Dispensation of justice by courts is expectation of litigants, and it is possible only when officers and employees of this institution are working with the zeal and interest. It is true that there may be shortage of staff but nevertheless only on this ground, the employees and officers of the judicial courts cannot find out pretext and explanation. Whatever shortfall of staff is there, we have to work and stand to the expectation and faith of litigants in the country which they have in the courts. Moreover, a little bit of carefulness and zeal to work certainly results in expeditious disposal of matters. The present one is the case where the registry should have acted properly and the result of the same would have been disposal of four cases. Yesterday this matter was on the Board and the consent terms were filed but dictation of order could not be made for the reason that three matters were not on the Board. A chit has been sent for remaining matters, but the registry has not cared and bothered to trace and send the papers of the same to the court. When Misc. Civil Application and Civil Application have been filed in these proceedings, the registry, on its own should have sent these two matters along with the main matters. This is how unnecessarily matters are being delayed. However, on ascertaining the facts from the registry, it has been given out that Special Civil Application No.7645 of 1989, Misc.Civil Application No.1108 of 1989 and Civil Application No.1966 of 1996 are still pending.

#. The Special Civil Application No.7645 of 1989, Misc.Civil Application No.1108 of 1989 and Civil Application No.1966 of 1996 are disposed of in the terms

of consent terms arrived at by the parties. Rule or notice, as the case may be, in the Special Civil Application No.7645 of 1989, Misc.Civil Application No.1108 of 1989 and Civil Application No.1966 of 1996 accordingly also stand disposed of. The registry is directed to feed necessary information of disposal these matters in the computer. In Special Civil Application No.7645 of 1989, it has to be further noted in the relevant records that it is decided in the terms of consent terms of the parties, original of which is there in Special Civil Application No.2037 of 1987. In Misc. Civil Application and Civil Application also, it has to be mentioned in the record that the same stand disposed of in terms of the consent terms filed in Special Civil Application No.2037 of 1987. However, where all the above three matters or any of these matters has already been decided, then this entry directed to be made in respect of their disposal may not be made.

#. The Special Civil Application No.2037 of 1987 and Rule also stand disposed of in terms of consent terms. No order as to costs.

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(sunil)